



DEPARTMENT OF ENERGY
National Nuclear Security Administration
Los Alamos Site Office
Los Alamos, New Mexico 87544



JUN 17 2011

Mr. Rick Carpenter
Sangre de Cristo Water Division
City of Santa Fe
801 San Mateo Road
Santa Fe, NM 87505

Dear Mr. Carpenter:

Subject: Amended Appendix A of the Memorandum of Understanding between the
Department of Energy and the Buckman Direct Diversion Board Regarding Water
Quality Monitoring

As specified in the Memorandum of Understanding (MOU) between the Department of Energy (DOE) and the Buckman Direct Diversion (BDD) Board Regarding Water Quality Monitoring, Biannual Technical Meetings are to be held during which time, Appendix A of the MOU will be reviewed for modifications. Per Section 8 of the MOU, *Biannual Review*, Appendix A may be modified and formalized as an amended Appendix A. During the September 23, 2010 and March 24, 2011 meetings, changes to Appendix A were discussed and agreed upon by both the BDD Project Manager and DOE staff. The enclosed signed, original copy of Appendix A-1 reflects the agreed upon changes and is to be executed as part of the MOU.

If you have any questions, you may contact Cheryl Rodriguez of my staff at (505) 665-5330 (crodriguez2@doeal.gov).

Sincerely,

George J. Rael
Assistant Manager
Environmental Projects Office

cc w/enclosure:

Kyle Harwood

Harwood Consulting
1660A Old Pecos Trail
Santa Fe, NM 87505

Erika Schwender

BDD Regulatory Compliance Officer
Buckman Direct Diversion Project
341 Caja del Rio Road
Santa Fe, NM 87507

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BDD Facility Manager
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Records Center, LASO

Official Contract File, LASO

EPO-26CR-222-355746

Appendix A-1

These issues were raised and discussed between staff for the BDD Board and DOE/LASO/LANL, and are updates to the MOU, executed and recorded in accordance with the Appendix A amendment process.

Effective Date of Memorandum of Understanding Regarding Water Quality Monitoring:

The original executed MOU has no dated signatures, however staff has determined that the effective date of the MOU is May 13, 2010.

Gage station descriptions:

After the execution of the MOU, the gaging stations have been renumbered as a result of relocating each station. As used in the MOU, each reference to the station designation in the original MOU now has the designation that follows:

E110 is now E109.9

E050 is now E050.1

E060 is now E060.1

BDD Board points of contact for communication:

For any communication regarding this MOU, notice will be provided to each of the following individuals via email:

Rick Carpenter, BDD Project Manager, cell 505-660-5696, email rrcarpenter@santafenm.gov

Bob Mulvey, BDD Facility Manager, cell 505-629-5393, email rjmulvey@ci.santa-fe.nm.us

Gary Durrant, BDD Facility Chief Operator, cell 505-629-8026, gcdurrant@ci.santa-fe.nm.us

Erika Schwender, BDD Regulatory Compliance Officer, cell 505-699-2451, email ebschwender@ci.santa-fe.nm.us

For emergencies, please call the BDD Water Treatment Plant Control Room 505-955-4505.

Modification of grant language in first paragraph on page 2 of Appendix A

The first paragraph, page 2 of Appendix A requires modification to change the grant deliverable dates for both the BDD Board and DOE.

The paragraph currently reads:

~~The BDD Board and DOE agree to apply for and utilize a DOE grant to fund the maintenance, inspection, repair and replacement of the Rio Grande at Buckman sampler described above in this Appendix and in the Memorandum of Understanding. If such a grant is not available by October 1, 2010 then DOE agrees to install, implement and operate this sampler. Furthermore, and until the Rio Grande at Buckman sampler is operational, DOE agrees to equip the existing NMED sampler located at Buckman with the capability to receive a telemetry signal from the E110 gage as soon as practical following the execution of this MOU. The BDD Board will be responsible for all permit requirements and will provide DOE with a statement of work and a cost estimate for the sampler by June 1, 2010.~~

The revised paragraph follows:

The BDD Board and DOE agree to apply for and utilize a DOE grant to fund the maintenance, inspection, repair and replacement of the Rio Grande at Buckman sampler described above in this Appendix and in the Memorandum of Understanding. Until the Rio Grande at Buckman sampler is operational, DOE agrees to equip the existing NMED sampler located at Buckman with the capability to receive a telemetry signal from the E109.9 gage as soon as practical following the execution of this MOU. The BDD Board will be responsible for all permit requirements and will provide DOE with a statement of work and a cost estimate for the Rio Grande at Buckman sampler as described in the MOU. Upon receipt of an agreed upon estimate and statement of work, DOE will implement the grant process.

Clarification of MOU Section 5 lines 22 through 24: Data Sharing

The BDD and DOE agree that electronic submittals of sampling results and validation data from the analytical laboratory fulfill the requirements of this section.

Clarification of MOU Sections 3, 4 and 5

Sample collection is the responsibility of the BDD Project Team (BDD). Sample collection involves ensuring sound sample collection and handling protocol are implemented in accordance with BDD generated standard operating procedures (SOPs) using LANL supplied sample bottles and shipping materials. Sample paperwork (Sample Collection Log/Field Chain of Custody), shipping labels, coolers, sample bottles, and bottle labels will be provided by LANL in advance with the goal of having at least two (2) complete sets of sample materials available to the BDD at all times. The sample paperwork will include the information that will enable the laboratory(ies) to accurately perform required analytical testing and reporting. Required analyses are provided in Appendix A, Tables 3 and

4. BDD will complete sample paperwork and ship the samples directly to the analytical laboratory(ies). BDD will fax or e-mail the completed sample paperwork to LANL so that a laboratory request number can be assigned which enables the flow of data from the analytical laboratory to LANL's database. LANL will create tracking requests so that accurate billing records may be returned to LANL from the analytical laboratory(ies). Samples will be analyzed by contracted laboratory(ies) in accordance with the terms of their contract with LANL, and changes to those contracts will be provided to the BDD for review. Terms of the contract include expected turnaround times, analytical methods, method detection limits, reporting limits, requirements for electronic data deliverables, hard copy data deliverables, and processes for addressing non-delivery of expected performance on turnaround or analytical quality.

The analytical laboratory(ies) will provide LANL with data deliverables that include laboratory analytical qualifiers, QC data, and other pertinent documentation to support the reported analytical results. LANL will provide the sample results and supporting analytical information to the BDD upon receipt from the analytical laboratory. LANL will submit the data deliverables to a subcontractor (currently Analytical Quality Associates in Albuquerque, NM) for third party (secondary) validation using LANL validation SOPs. The expectation for turnaround from shipment of samples to receipt of analytical data is six weeks or less. The validation step is typically completed within two additional weeks. Weekly, validated analytical data will be submitted electronically to BDD for a 75 calendar-day review prior to being made available for public view via LANL's database or RACER. BDD can choose to temporarily or permanently halt publication of individual records to the public view in the database.

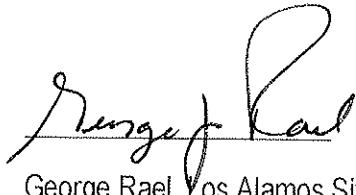
Communications regarding this section or communication with the analytical laboratories shall be conducted through the points of contact listed below:

Keith Greene, kgreene@lanl.gov, 665-9966 (ph), 665-9972 (fax)

Backup for Keith Greene will be Bill Hardesty, wbh@lanl.gov, 665-4654 (ph), 606-0503 (fax)

Erika Schwender, BDD Regulatory Compliance Officer, cell 505-699-2451, email ebschwender@ci.santa-fe.nm.us

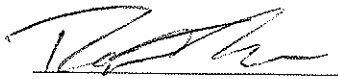
Backup for Erika Schwender will be Danny Carter, BDD Facility Laboratory Analyst, office 505-955-4511, email djcarter@ci.santa-fe.nm.us

A handwritten signature in cursive script, appearing to read "George Rael", written over a horizontal line.

George Rael, Los Alamos Site Office

May 20, 20 11

DATE

A handwritten signature in cursive script, appearing to read "Bob Mulvey", written over a horizontal line.

Bob Mulvey, BDD Facility Manager

5-10-2011

DATE